

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. ARMY CORPS OF ENGINEERS  
GALVESTON DISTRICT  
AND  
HARRIS COUNTY COMMISSIONER PRECINCT 4 AT THE ADDICKS RESERVOIR  
HARRIS COUNTY, TEXAS**

**ARTICLE I - PURPOSE**

This Memorandum of Understanding (MOU) is entered into between the U.S. Army Corps of Engineers, Galveston District (USACE) and Harris County Commissioner Precinct 4 (P4) (hereinafter referred to collectively as “the Parties”). The parties will coordinate their respective efforts and work cooperatively to plant trees along the approach basin at Addicks Reservoir.

**ARTICLE II - BACKGROUND**

USACE has a commitment to enhance environmental sustainability, improve local ecosystems, and contribute to the overall well-being of the community, while maintaining public infrastructure and safety.

P4 seeks to collaborate with USACE in planting trees near specified structures to support environmental goals such as erosion control, aesthetic enhancement, and the overall improvement of green spaces within its jurisdiction.

**ARTICLE III - RESPONSIBILITIES**

USACE, subject to the availability of funds and in accordance with applicable laws, regulations, and Army policies, will seek to:

- A. Ensure that all plantings align with best environmental practices, including planting native trees, biodiversity, and long-term sustainability. All species planted will be native to the region in Texas, ensuring that they do not negatively impact local ecosystems, promote invasive species, or impact endangered species.
- B. Provide access to the site for all participating in the tree installation process. USACE will facilitate participants of activity access to the designated planting areas and ensure safety measures are in place.
- C. Monitor and manage access to the site, including providing gate access control, ensuring that only authorized personnel and tree participants are allowed to enter the planting areas.
- D. Perform ongoing maintenance of the trees after planting.
- E. Provide P4 with the tree location and number of trees planted at the approach basin.

P4, subject to the availability of funds and in accordance with applicable laws and regulations will:

- A. Coordinate the logistics of the tree planting, including organizing volunteers, local stakeholders, and any other necessary parties. P4 will also provide the location details, ensuring all required permissions and coordination with local authorities are in place.
- B. Organize and coordinate the actual planting of the trees, including ensuring the right species are planted in the designated areas.
- C. Provide or arrange for all labor and resources necessary for the planting process.
- D. Acknowledge that this tree planting activity is covered through a grant that has been secured by Harris County. This grant will fund all associated costs of the planting and initial maintenance of the trees, including but not limited to purchasing trees, planting materials, and labor.

#### **ARTICLE IV – NON-BINDING AGREEMENT**

Nothing in this MOU shall be construed as obligating USACE to perform any activity contemplated herein or expend any funding in support of this MOU.

#### **ARTICLE V – PERSONNEL**

Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel unless otherwise agreed to. Each party is responsible for supervision and management of its personnel.

#### **ARTICLE VI – MUTUAL UNDERSTANDINGS**

Both Parties acknowledge and agree that neither USACE or P4 will be held responsible for the survival or success of the planted trees. The success of the trees depends on a variety of environmental factors beyond the control of either Party. This includes, but is not limited to, factors such as weather conditions, soil quality, pest impacts, and other natural conditions that may affect the growth and survival of the trees.

#### **ARTICLE VIII – GENERAL PROVISIONS**

- A. Funds and Manpower: This MOU neither documents nor provides for the exchange of funds or manpower between the parties nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the parties must be made by separate agreement and under specific statutory authority: this MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

Further, no provisions of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. §§ 1341, 1517.

- B. Enforcement: Nothing in this MOU may be construed to obligate USACE or the United States to any current or future expenditure of resources. Each Party will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner, consistent with any applicable laws, regulations, or policies. Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable at law by any party against the United States, its agencies, its officers, or any person.
- C. Modification of MOU: This MOU may only be modified by the written mutual agreement of the Parties duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date for progress in planning, implementing, and evaluating the success of projects undertaken as a result of this MOU.
- D. Effective Date: This MOU takes effect beginning on the day after the last Party signs and shall remain in effect until the trees are planted.
- E. Real Estate Attachments: Real Estate documents DA-41-243-CIVENG-66-24 and will be attached to this MOU.

## **ARTICLE IX- KEY OFFICIALS**

The following points of contact will be used by the parties in the implementation of this MOU. Each party may change its point of contact upon reasonable notice to the other party.

For P4:

Alice Lee  
Chief of Staff  
1001 Preston, Suite 950  
Houston, Texas 77002  
alee@Hcp4.Net

For USACE:

David Mackintosh  
Chief, Houston Project Office  
USACE, Galveston  
1011 Highway 6 South, Suite 101  
Houston, TX 77077

## **ARTICLE X - EFFECTIVE DATE**

This MOU shall become effective when signed by both Harris County and U.S. States Army Corps of Engineers.

Harris, County,  
County Judge

U.S. ARMY CORPS OF ENGINEERS  
GALVESTON DISTRICT

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Honorable Lina Hidalgo  
Harris County Judge

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Date: 2025.05.16 10:16:27 -05'00'

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Karl Brown  
Chief, Project Operations Branch  
Acting for Chief, Operations Division

DATE: \_\_\_\_\_

DATE: 16 May 2025

APPROVED AS TO FORM:  
Christian D. Menefee  
County Attorney

Harrison Long  
Harrison Long  
Assistant County Attorney  
25GEN0746

DATE: 13 June 2025